GMR
MARKETING
Gary M. Reynolds & Associates, Inc.

November 9, 1995

Lynn Mandakas
Iguana Beach Club
2310 W. Marlton Dike
Cherry Hill, NJ 08049

Re: **PARLIAMENT Party Zone '95**

Dear Lynn:

In confirmation of our discussions, the **PARLIAMENT Party Zone '95 Program** (the "Program") will be conducted at Iguana Beach Club on:

Dates	Times
Sat., November 25, 1995	9:00pm - 1:00am
Sat., December 2, 1995	9:00pm - 1:00am
Sat., December 9, 1995	9:00pm - 1:00am
Sat., December 16, 1995	9:00pm - 1:00am

Dec 5, 1995 - Tues

1. Responsibilities

(A) In connection with the Party Zone, Iguana Beach Club will:

(a) Provide cigarette sales throughout the period of the program.

(i) Allow Gary M. Reynolds & Associates, Inc. ("GMR") to provide a cigarette person to sell discounted Parliament Lights during the promotion.

(ii) Sell Parliament Lights for the duration of the program via the club's normal method of retail sale.

(b) Provide primary signage & lighting opportunities within the club, which will include:

(i) An area at the entrance to the club at which **PARLIAMENT** banners and lighting technologies will be placed. No Entrance

(ii) Premium areas throughout the club while the Party Zone is there.

(iii) Placement of permanent point of sale piece.

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(c) ~~Provide placement of the PARLIAMENT Party Zone Kiosk near entrance or another highly visible area. Subject to approval of~~ GMR.

(d) Designate the above mentioned dates as exclusive **PARLIAMENT** promotion nights. No other sponsored promotions will be conducted during the stated hours, without the express written consent of GMR.

(e) Provide certain discounts and/or special considerations for **PARLIAMENT** wristbanded patrons and VIP card members.

(i) VIP Discount - No cover before 11:00pm (Except Tuesday's & Holidays)

(f) Ensure that club personnel, who are 21 years of age or older, to include bar and waitstaff, will wear **PARLIAMENT** identified clothing during promotional hours. Only in beginning.

(g) Provide prominent parking space for **PARLIAMENT** vehicle. (Where available)

(h) Instruct Band and/or DJ to work with **PARLIAMENT** Party Zone Supervisor.

(i) Utilize all bar materials that GMR provides, specifically brew cups, coasters, beverage napkins and bar organizers. 12oz.

(j) Assist GMR in connecting video camera to club video monitors. (Only in clubs where applicable)

(k) Purchase adequate quantities as recommended by GMR Marketing of Parliament Lights from a certified wholesaler and sell them for $1.00 per pack during all promotional hours of the program.

(l) Provide GMR Marketing with a nightly sales report reflecting the total number of Parliament Lights packs sold

(m) Provide GMR Marketing with a copy of all wholesaler order forms/invoices associated with all Parliament Lights purchased for this program.

(B) In connection with the Program, GMR will:

(a) Identify customers who are smokers and 21 years of age or older with wristbands. Those customers will become eligible for special promotional considerations at Iguana Beach Club. No Lobby

(b) Provide club with bar items including cups, coasters, ashtrays, napkins, message boards and bar organizers.

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(c) Provide bar and waitstaff, 21 years of age and older, with **PARLIAMENT** identified clothing to wear during promotional hours.

(d) Provide promotional merchandise for distribution to smokers 21years of age and older through periodic drawings. Merchandise to include beach towels, t-shirts, caps, etc.

(e) Provide a cigarette person to sell Parliament Lights at a discounted rate during promotional hours.

(f) Provide VIP Cards to consumers who have identified themselves as smokers and have purchased 2 or more packs of Parliament Lights.

(g) Provide permanent point of sale piece to be placed in club.

(h) ~~Provide sponsorship during Parliament promotional hours.~~

(i) Provide Party Patrol personnel to manage the Party Zone promotional activities.

(j) Provide Polaroid photographs free of charge to wristbandedpatrons, except during postcard program hours.

(k) ~~Provide video camera that will be connected to club video monitors.~~ (~~Only in clubs where applicable~~)

(l) A Clay Paky Superscan zoom system will be positioned across the street outside of the club on promotional nights to project exciting Party Zone images. (Only in clubs where applicable)

(m) Provide the technician to install, program and remove the lighting instruments. The technician will also train club's lighting director how to operate the equipment. (Only in clubs where applicable)
No Reprograming of our lights

(n) Reimburse Iguana Beach Club for the difference between the wholesale purchase price of all packs of Parliament Lights sold during the program at the reduced promotional price of $1.00.

2. Sponsorship Payment

For the rights and the permissions granted under this Agreement, GMR will pay Iguana Beach Club a total of $1,600.00 of which $800.00 will be paid within 10 days of complete execution of this Agreement and submission of an invoice. The balance of $800.00 will be paid upon program completion and submission of an additional invoice.

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3. Term and Termination

The term of this Agreement will commence as of the signing by both parties and will continue through December 17, 1995. GMR may terminate the Agreement without cause on seven days advance written notice to Iguana Beach Club. If GMR terminates the Agreement, GMR will have no liability or payment obligation to Iguana Beach Club after the effective date of the notice of termination, with the exception of payments due for promotions satisfactorily executed prior to the notice of termination.

4. Confidentiality

Iguana Beach Club, its employees and agents will hold strictly confidential all information and materials provided by GMR to Iguana Beach Club or created by Iguana Beach Club in performing the Agreement. Iguana Beach Club will not use or disclose the information and materials to third parties without the written consent of an authorized representative of GMR. Upon termination or expiration of the Agreement, or within thirty days thereafter, Iguana Beach Club will return all materials to GMR. Iguana Beach Club obligation to maintain the confidentiality of all information obtained from GMR will survive the termination of the Agreement.

5. Exclusivity

During the term of the Program, Iguana Beach Club will not engage in the activities contemplated in the Agreement or similar activities in connection with cigarettes or tobacco products of any other company or entity without prior written consent of GMR, which will not be unreasonably withheld.

6. Indemnity

Iguana Beach Club indemnifies and holds harmless GMR and Philip Morris incorporated from all claims, liabilities, costs and expenses, including reasonable attorneys' fees, that arise from or may be attributable to any error, omission or fault of Iguana Beach Club.

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7. Insurance

Not less than 5 days prior to the beginning of the Program, Iguana Beach Club will provide GMR with certificates of insurance and if requested by GMR, copies of the underlying policies relating to the certificates, issued by insurers acceptable to GMR and Philip Morris and evidencing comprehensive general liability and host liquor liability in an amount suitable to GMR and Philip Morris. The certificates of insurance must name Gary M. Reynolds & Associates, Inc. and Philip Morris Incorporated as additional insureds. The insurance will be maintained by Iguana Beach Club throughout the term of the Agreement.

If the foregoing accurately sets forth our understanding, please signify your acceptance and agreement by executing the enclosed copies of this letter and returning one countersigned copy to me.

Very truly yours,

GARY M. REYNOLDS & ASSOCIATES, INC.

BY: Gary M Reynolds
Gary M. Reynolds

Title: President

DATE: 11/21/95

ACCEPTED AND AGREED AS OF THE DATE OF THIS LETTER:

IGUANA BEACH CLUB

By: Lynn Mandakas

Title: Asst. General Manager

Filing Status: _____

Taxpayer ID Number: 221919454-000

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